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## **MEMORANDUM**

TO: File

FROM: Frank E. Brown

CC: Steven D. Prevaux, Esq.  
Gerard D. Solis, Esq.  
Theresa A. Drye

RE: Final Memorandum Of Personnel Investigation Regarding Dr. Marshall Goodman

DATE: Thursday, July 12, 2012

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The University takes its responsibility to review employment concerns seriously. We have met with several employees and have recently interviewed Dr. Goodman and heard his explanation of the issues. The University takes a balanced approach to ensure fairness and an opportunity to be heard.

Dr. Goodman has since voluntarily resigned from USF and the University has accepted his resignation. This resolution of Dr. Goodman's employment renders the remaining review process impractical and unnecessary.

**General Release Agreement Between the  
University of South Florida Board of Trustees and Dr. Marshall Goodman**

This negotiated resolution and General Release Agreement ("Agreement") will detail the respective obligations by and between Dr. Marshall Goodman ("Dr. Goodman") and the University of South Florida Board Of Trustees ("University" or "USF"), collectively hereafter referred to as the Parties, regarding Dr. Goodman's employment status at the University.

**WHEREAS**, The Parties have entered into this Agreement in order to clarify and finalize Dr. Goodman's voluntary resignation from employment with the University. By signing below, no party to this Agreement admits any liability or wrongdoing regarding this matter or in the matter of Dr. Goodman's employment at the University.

**WHEREAS**, in order to fully address any and all claims, disputes, charges, and causes of action that exist or may exist between them, USF and Dr. Goodman desire to finally resolve all existing or potential claims and disputes between them whether known or unknown as of this date. To accomplish this, the parties agree as follows:

1. **Obligations of USF.** In consideration of Dr. Goodman's agreement to the terms herein:
  - a. The University hereby accepts Dr. Goodman's voluntary and final resignation from employment effective immediately. USF hereby releases Dr. Goodman from any and all claims resulting from any disputes that may have previously existed between them.
  - b. At the time of his removal, Dr. Goodman had accrued the maximum allowed annual leave time of 480 hours. In accordance with Florida law the University will, within thirty (30) days from execution of this resolution agreement, pay Dr. Goodman a lump sum in the gross amount of \$58,411.86 less withholding and taxes, in full satisfaction of the University's obligation for accrued annual leave.
  - c. In lieu of Dr. Goodman's earned and accrued paid professional development leave currently assigned through December 20, 2012 the University will, within thirty (30) days from execution of this resolution agreement, compensate Dr. Goodman for that portion of paid professional development leave (including employer paid health and life insurance plus employer ORP retirement contributions totaling \$6,856.66) from the date of his execution of this resolution agreement through November 1, 2012 via an agreed upon lump sum amount of \$88,633.26 less withholding and taxes, to be held in escrow (hereinafter "escrowed funds") in an appropriate account by the Gibson Law Firm and subject to Paragraph 2(b) below.
2. **Obligations of Dr. Goodman.** In consideration of USF's agreement to the terms herein:
  - a. Upon signature of this agreement, Dr. Goodman hereby voluntarily, finally and irrevocably resigns his employment and relinquishes his tenure at USF.

- b. In the event that Dr. Goodman commences employment with another employer other than USF prior to November 1, 2012, then Dr. Goodman hereby authorizes his counsel (Gibson Law Firm) to pay from the escrowed funds to USF a lump sum amount equivalent to the value of his professional development leave from the start date of his new employment through November 1, 2012. This payment of escrow funds will be made within thirty (30) days from the date Dr. Goodman commences his new employment.
- c. Dr. Goodman, in exchange for consideration provided by USF, hereby waives, releases, and forever discharges the University of South Florida Board of Trustees and their current or former trustees and board members, officers, executives, employees, attorneys, insurance carriers, subsidiaries, fringe and employee benefit funds and plans, affiliates, successors, assigns, representatives and agents from: any and all claims, demands, damages, lawsuits, obligations, promises, actions, charges, rights, and causes of action, both known and unknown, in law or in equity, of any kind whatsoever, and particularly, without limiting the generality of the foregoing, all matters relating to or arising out of Dr. Goodman's hire and employment by USF; compensation and benefits by USF; job assignments at USF; terms and conditions of employment at USF; treatment by management and co-employees at USF; and Dr. Goodman's separation from USF. The claims, rights, and causes of action covered by this Waiver and Release include, but are expressly not limited to, any claim, right, or cause of action based on any federal, state, or local law, constitution, executive order, statute or ordinance, including without limitation, the National Labor Relations Act of 1935, as amended; the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §§ 141-187; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Civil Rights Act of 1866 and 1871; the Equal Pay Act of 1963, as amended; the Fair Labor Standards Act of 1938, as amended; the Family Medical Leave Act of 1993; the Employee Polygraph Protection Act of 1988; the Worker Adjustment and Retraining Notification Act; the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; the Rehabilitation Act of 1973, as amended; the Americans With Disabilities Act of 1990, as amended; the Employee Retirement Income Security Act of 1974, as amended (except such rights as may be vested under any retirement plan sponsored by USF); the Occupational Safety and Health Act of 1970, as amended; the Health Insurance Portability and Accountability Act of 1996; Sarbanes Oxley Act of 2002; Fair Credit Reporting Act; Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4211; Immigration Reform and Control Act, 8 U.S.C. §1324a; Executive Order Nos. 11246 and 11478; the Florida Qui Tam Act, §§68.082 et. seq.; Fla. Const. art. X §24 and Fla. Stat. 448.110; the Florida Human Rights Act of 1977, §§760.01, et seq., Fla. Stat.; the Florida Civil Rights Act of 1992, as amended; Florida Domestic Violence Leave Law §741.313, et seq., Fla. Stat.; Florida Aids Anti-Discrimination Statute §760.50 Fla. Stat; Florida Law on Equal Pay, §725.07 Fla. Stat; §440.205 Fla. Stat.; §§448.101-448.105; Fla. Stat. §448.07, §448.075, §448.08, §448.01, and §768.72; Fla. Stat. Chapter 772; Fla. Stat. Chapter 687; Fla. Stat. Chapter 934; The Florida Whistleblower Act,


§112.3187 Fla. Stat., et seq.; and any other claim, right, or cause of action founded in tort (including negligence), contract (whether oral, written or implied), public policy, estoppel, specific performance, recall from layoffs, reinstatement, for back wages, attorney's fees, front pay, unpaid benefits, severance pay, vacation pay, sick pay, commissions, bonuses, paid days off, tuition reimbursement, moving expenses, business expenses, violation of covenant of good faith and fair dealing, misrepresentation, defamation, libel, slander, damage to reputation, invasion of privacy, fraud, intentional or negligent infliction of emotional distress, pain and suffering, mental anguish, loss of services, loss of society, impairment or loss of any right, medical expenses of any kind, impairment of earning capacity, interference with prospective economic advantage, interference with contractual relations, assault, battery, harassment, hostile environment, any action based on retaliation, any action based on whistleblower activity, attorney's fees and costs, injunctive relief, any rights under the employee handbook or written policies, or any other statutory, decisional, common law or equitable basis of action, which Dr. Goodman had, now has, or may claim to have against USF, or which Dr. Goodman, his heirs, executors or administrators hereafter may have for any reason against USF through the date Dr. Goodman signs this Agreement, except those which may not lawfully be waived.

3. **Each Party To Bear Own Costs and Fees.** Each party hereto shall bear his or its own costs, expenses, and attorneys' fees.
4. **Non-Admission.** Neither this Agreement, nor anything contained herein, is to be construed as an admission by USF or Dr. Goodman of any liability, wrongdoing or unlawful conduct whatsoever.
5. **Severability.** In the event that any provision of this Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Agreement shall continue unabated and in full force and effect.
6. **Entire Agreement.** Dr. Goodman confirms that the only consideration for his execution of this Agreement is that which is stated herein, and that there are no promises or agreements of any other kind other than as stated herein which have caused him to execute this Agreement; that he has not relied on statements or representations by USF or USF's agents or representatives concerning the matters addressed in this Agreement; that he fully understands the meaning and intent of this Agreement, including but not limited to its final and binding effect. This Agreement contains the entire understanding and agreement between the parties and shall not be modified or superseded except upon express written consent of the parties to this Agreement. This Agreement supersedes and renders null and void any previous agreements or contracts whether written, oral, or implied between Dr. Goodman and USF.
7. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Venue of any dispute will be in Hillsborough County, Florida.

8. **Agreement Not to be Used As Evidence.** This Agreement shall not be admissible as evidence in any proceeding except where one of the parties to this Agreement seeks to enforce this Agreement or alleges this Agreement has been breached, or where one of the parties is ordered to produce this Agreement by a court or administrative agency of competent jurisdiction. This document is a public record under Florida law.
9. **Waiver Of Term, Provision Or Condition.** The waiver by any party of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach of that or any other provision by said party.
10. **Binding Effect.** The rights and obligations of Dr. Goodman and USF under this Agreement shall inure to the benefit of and shall be binding upon their respective successors and assigns, and Dr. Goodman and USF consent to enforcement of any covenants herein by any such successor or assign.
11. **Construction.** The terms in this Agreement are the product of arms-length negotiations, and they shall not be construed against any of the parties.
12. **Headings.** The headings contained in this Agreement are for convenience only, and they shall have no significance to the meaning of the Agreement.
13. **Counterparts.** This Agreement may be executed by the parties in separate counterparts, each of which shall be deemed to constitute an original.
14. **Informed Agreement.** By signing this Agreement, the Parties acknowledge that each has carefully read and fully understands and is in full agreement with all the terms of this Agreement and that the Agreement has been signed freely and voluntarily. Neither party has relied upon any representation or statement made by the other party that has not been set forth in this Agreement.

**DR. MARSHALL GOODMAN:**

By:


  
Dr. Marshall Goodman

Date

7/12/12

**UNIVERSITY OF SOUTH FLORIDA  
BOARD OF TRUSTEES:**

By:

  
Dr. Judy Genshaft, President  
University of South Florida

Date

7/12/12